

CHICAGO AND



TRANSPORTATION COMPANY

March 24, 1982

File S.F. 546

RECORDATION NO. 7158-17 Filed 1425

MAR 26 1982 - 11 15 AM No.

INTERSTATE COMMERCE COMMISSION

Date MAR 25 1982

Fee \$ 10.00

ICCS Washington, D. C.

JOAN A. SCHRAMM  
J. S. EDWARDS  
FRANCES L. TURNER  
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/559-6165

Ms. Agatha L. Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Equipment Trust Agreement dated as of September 15, 1973  
between Continental Illinois National Bank and Trust  
Company of Chicago, as Trustee, and Chicago and North  
Western Transportation Company, assigned Recordation No.  
7158 on September 14, 1973

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate  
Commerce Act, enclosed for recordation are counterparts of Supplemental  
Agreement dated as of March 15, 1982 covering eleven (11) 50' Box Cars  
as described on Schedule A attached to the Agreement.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One  
North Western Center, Chicago, Illinois 60606.
2. Continental Illinois National Bank and Trust Company,  
231 South LaSalle Street, Chicago, Illinois 60693, As  
Trustee.

Enclosed is our check for \$10.00 to cover your recordation fee. Please  
assign a sequential recordation number, retain one counterpart for  
your files, and return the remaining counterpart each showing recordation  
data.

Sincerely,

J. S. Edwards  
Assistant Secretary

JSE/baf

cc: R. D. Smith  
G. R. Charles T-186  
R. F. Guenther, Attn: T. A. Valacak  
D. E. Stockham, Attn: P. J. Brod

R. R. DeWitt  
M. H. Shumate

Arthur Anderson & Co.  
Attn: G. Holdren

Continental Illinois National Bank  
Attn: Peter Horne

T-186

MAR 26 1982 -11 15 AM

INTERSTATE COMMERCE COMMISSION

---

SUPPLEMENTAL AGREEMENT

Dated as of March 15, 1982

between

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

and

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, TRUSTEE

Amending Equipment Trust Agreement

Dated as of September 15, 1973

between

Continental Illinois National Bank and  
Trust Company of Chicago, Trustee

and

Chicago and North Western Transportation Company

---

SUPPLEMENTAL AGREEMENT dated as of March 15, 1982, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, (hereinafter called the "Railroad"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE (hereinafter called the "Trustee").

WHEREAS, pursuant to an Equipment Trust Agreement dated as of September 15, 1973 (hereinafter called the "Equipment Trust Agreement"), between the Trustee and the Railroad, the title to certain railroad equipment was conveyed to the Trustee and such railroad equipment was leased to the Railroad; and

WHEREAS, the Equipment Trust Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c (now Section 11303) of the Interstate Commerce Act; and

WHEREAS, the Railroad, pursuant to Section 4.7 of the Equipment Trust Agreement, has deposited the Fair Value (as defined in the Equipment Trust Agreement) of a unit or units of said railroad equipment which has become worn out, lost or destroyed and, pursuant to said Section 4.7, expects to file with the Trustee the certificates, bills of sale and Opinion of Counsel required to be filed under said Section in order to cause the funds so deposited to be applied toward the purchase price of additional units of railroad equipment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed between the parties hereto that:

1. The units of railroad equipment listed in Schedule A hereto shall, upon delivery thereof to the Railroad, be deemed part of the Trust Equipment (as defined in the "Equipment Trust Agreement"), subject to all the terms and conditions of the Equipment Trust Agreement as though such units had been part of the original Trust Equipment included thereunder.

2. The Railroad will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, and this Supplemental Agreement shall become effective only upon such filing and recordation. The Railroad agrees that it will not accept delivery of any of the units of the railroad equipment listed in Schedule A hereto under the Equipment Trust Agreement as supplemented by this Supplemental Agreement unless and until this Supplemental Agreement has been filed and recorded with the Interstate Commerce Commission. The Railroad will also promptly cause this Supplemental Agreement to be filed and recorded in all other places required by the Equipment Trust Agreement with respect to the Trust Equipment subject thereto.

3. Except as amended hereby, the Equipment Trust Agreement shall remain unaltered and in full force and effect.

4. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterpart.

IN WITNESS WHEREOF the parties hereto have caused this Supplemental Agreement to be duly executed as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

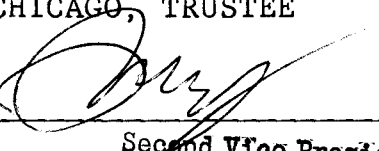
By   
Vice President

[Corporate Seal]

Attest:


  
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, TRUSTEE

By   
Second Vice President

[Corporate Seal]

Attest:

  
TRUST OFFICER

L/P(37)503

STATE OF ILLINOIS     )  
                              )   SS  
COUNTY OF C O O K    )

On this 24 day of March, 1982,  
before me personally appeared T. A. Tingloff,  
to me personally known, who being by me duly sworn, says that he  
is a Vice President of Chicago and North Western Transportation  
Company, that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation by  
authority of its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and deed  
of said corporation.

Dorothy G. Horton  
Notary Public

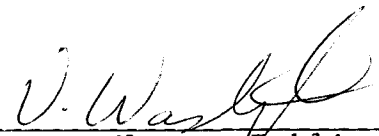
My commission expires 2/18/84

[Notarial seal]

L/P(37)503

STATE OF ILLINOIS     )  
                              )  
COUNTY OF C O O K    )   SS

On this 17<sup>th</sup> day of MARCH, 1982,  
before me personally appeared Richard L. LaVarnway,  
to me personally known, who being by me duly sworn, says that he  
is the Second Vice President of Continental Illinois National  
Bank and Trust Company of Chicago, that one of the seals affixed  
to the foregoing instrument is the corporate seal of said corpor-  
ation, that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors, and he  
acknowledged that the execution of the foregoing instrument was  
the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires   My Commission Expires July 2, 1984

[Notarial seal]

L/P(37)503

SCHEDULE A

<u>Quantity</u>	<u>Description</u>	<u>Railroad System No.</u>	<u>Purchase Price</u>
11	50' Box Cars	CNW 162013	\$ 20,000
		162014	20,000
		162015	20,000
		162016	20,000
		162017	20,000
		162018	20,000
		162019	20,000
		162020	20,000
		162021	20,000
		162022	20,000
		162023	<u>20,000</u>
		Total	<u><u>\$220,000</u></u>